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LIV.—ON THE “DUTIES UPON IRISHMEN” IN THE KILDARE RENTAL BOOK, AS ILLUSTRATED BY THE MAC RANNALL AGREEMENT. By C. W. RUSSELL, D. D.

[Read June 14, 1869.]

IN a Paper “On an Agreement between the Mac Rannalls and Gerald, Ninth Earl of Kildare,” read by me on occasion of my exhibiting the original instrument at a late meeting of the Academy, I assumed that the payment therein stipulated was in the nature of a tribute—irregular, it is true, and without authority of law, but nevertheless fixed and permanent—to be rendered by the Mac Rannalls to the Earl as the ‘considerations’ for protection against molestation from his followers. I further expressed an opinion that a considerable number of the entries in the “Rental Book of Gerald, Ninth Earl of Kildare,” represented similar payments of other Irish septs to the Earl, and were originally based upon agreements, now most probably lost or destroyed, of the same tenor with the Mac Rannall Deed. Since it appeared to me that the terms of the Mac Rannall Agreement conveyed this meaning in almost literal words, I did not consider it necessary to enter into any detailed argument in support of my view as to the nature of the stipulated payment. The analogy, however, between that payment and the numerous payments recorded in the Rental Book of the Earl of Kildare under the name of the “Earl’s Duties upon Irishmen,” calls for a more lengthened examination than was practicable within the limits which I proposed to myself when I exhibited the Mac Rannall Agreement to the Academy; and as in the course of the interesting discussion which followed the reading of the Paper, some question arose as to the nature of those “Duties upon Irishmen,” and some doubts were expressed—whether, for instance, they really involved a tributary payment, or merely a defensive and offensive alliance; whether the claim was an exceptional one on the part of Gerald, the Ninth Earl, or was common to all the Earls of Kildare; and even whether it involved anything more than the ordinary interchange of gifts between an Irish chief and the members of his sept—I have thought it desirable, with the permission of the Council, to enter somewhat more exactly into an examination of these entries in the Rental Book, in so far, especially, as they may be illustrated by a comparison with the particular instrument on which, as I must consider it to be established, the tribute of the Mac Rannalls was originally based.

The “Duties upon Irishmen” form a special division of the Rental Book of the Earls of Kildare. In other respects this Rental resembles other similar registries of the same period, containing an account of the Earl’s tithes and advowsons, of his farms, and of his fees. In these respects the general characteristics of this valuable historical document do not present any very material contrast with other ancient records of seigniorial and manorial property; but the “Duties upon Irishmen” stand

entirely alone, and are quite peculiar both in their origin and in their nature.

Mr. Hore describes these duties generally, as "tributes rendered to the Earl of Kildare by various Gaelic clans, in consideration of the protection afforded to them."\* It will be plain, however, to any one who considers closely the terms of the various entries, that the several payments differed very notably from each other, and especially that the "consideration of the payments," when it is expressed, is by no means uniform.

In the first place, indeed, the great majority of the entries in the Rental express no consideration whatever. The entry in many cases contains simply the name of the individual or family, together with that of the lands on which the payment is charged, and the amount of payment—whether in money, cattle, produce, or service—the times of paying, and the receiver to whom the tribute is payable.

Of those entries in which there is an allusion, expressed or implied, to the consideration for which the payment is made, several classes may be distinguished.

First, there are several entries which, I think, plainly belong to the ordinary proprietorial class, in which the rights of the Earl are expressly declared to have been acquired by purchase, and in some of which even the amount of the purchase-money is recorded. Instances of this will be found in the sections on the O'Regans' Country, on Glanmalira, or the O'Dempsies', on Annaly, on the Mac Geoghegans', and the O'Moores'; and in the last of these the entry regarding the land of Killen is of a mixed character, and recites that one-half the payment is in consideration of purchase, and the other half of "defence,"—a title to which I shall refer specially hereafter.

To the same category may be referred a number of cases in which the claim seems to be in the nature of a mortgage, being assigned to the Earl in pledge, either by the individual himself or by some other by whom it had already been held in pledge from the proprietor.

Perhaps I ought to refer to the same class certain very curious and noteworthy entries in which the lands charged with the stipulated payment are recited as having been assigned as compensation to the Earl. Thus the M'Edmonds give a plowland in the Keylet "in amends for hurt done to the Earl. The sons of Moryartagh M'Geoghegan transfer to the Earl a plowland in Ballyncornyn, which had been assigned to them as amends of the slaying of Moriartagh Mac Hue Mac Geoghegan," and the half-plowland of Ballynekonaghta is given in pledge by Ferall M'Owyn M'Geoghegan for 60 kyne, which had been adjudged as eric "for breaking the said Earl's *slainte*, on the guarantee of protection on the sept of Nele Mac Geoghegan."

In a third and very numerous class, the payment is simply said to be "granted" to the Earl, without any recital of title or consideration on his part; and so far as the negative evidence of the Rental Book goes,

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\* "Kilkenny Archæological Journal," vol. ii., p. 309.

† Page 132.

all these might be regarded in the light of voluntary offerings. We shall see, however, that no such conclusion can safely be drawn from the silence of the Rental Book. Examples of this explicit declaration of "grant" occur in very many of the sections, those on the Mac Murrough's Country, on the O'Nolan's, on the O'More's, the Mac Gilpatrick's, and the Mathona's [Mac Mahon's]; and there is another class of entries in which, although the word "grant" does not occur, it may naturally be inferred from the identity or analogy of the circumstances.

There is a fourth class which appears to me to carry much weight in determining the character of the title under which these claims were made or submitted to—viz., an assignment of the fines, or a portion of the fines, levied in the sept. Thus in the section on the O'Tholis (O'Toole's) Country, one of the items of tribute is "half kanyes" and penalties within the land of Gleancappa. It is difficult to separate from such a payment the notion of a tributary recognition of superior authority and an acknowledgment of subjection.

Last in order comes a numerous and interesting class of payments for which there is an express recital of consideration—viz., "for defence," or "for the defence." No further explanation is given in the Rental Book itself. It is not said who are the enemies against whom defence is guaranteed, what are the rights to be defended, or, in a word, what is to be the nature of the stipulated protection; although, from the use of the form, "*the* defence," I think it may be inferred that the term was well defined, and understood by the parties. These entries are found in a large number of the Irish "Countries," as that of the Mac Murroughs, the O'Murroughs, the O'Nolans, the O'Birnes, the O'Mores of Leix, and Clancolman. It may be observed that they are particularly numerous in the first and fourth of the above-named districts, four such entries occurring in the section on Mac Murrough's Country, and no fewer than nine in that on O'Birne's.

Such are the various forms of recital in which the "Duties upon Irishmen" are recorded in the Rental Book.

On a general consideration of these recitals, it will be observed—

First, that there is not the slightest reason to suppose that the payments, or any of them, were rendered exceptionally to the Ninth Earl Gerald, and not to the Earls before and after his time. On the contrary, very many of the entries contain an express recital of perpetuity, as *in perpetuum*, "for ever," and "to the Earl and his heirs for ever;" and, to remove all doubt as to the fact that the "Duties" did not in any case form a personal appanage of the Ninth Earl in particular, it is only necessary to point out that the Rental Book in express terms recites, in recording some of the Duties, the names of other Earls, as well the predecessors as the successors of the ill-fated ninth inheritor of the earldom. At least two of the "Duties,"—one in the O'Ryan's\* and one in the McGeoghagan's Country†—had their origin under Gerald Fitz

\* "Kilkenny Archæological Journal." Ibid., p. 122.

† Ibid., p. 127.

Thomas, the Eighth Earl; while the very entry of the Mac Rannall tribute itself, as we shall see, is dated several years after the restoration of the family to its honours; and the tribute of Patrick O'Hee of the Toreboy, in the O'Birnes' Country, in consideration of which it is stipulated that the Earl shall "defend him of all injuries and wrongs to his power," is dated as late as 1564,\* nearly thirty years after the death of the Ninth Earl Gerald.†

Secondly, it is equally plain that the "Duties" were by no means voluntary gifts or offerings, but were rigorously exacted. In some of the entries a *clause of distress* is expressly recorded. In all receivers are named—some, judging by the names, of English race, but the larger proportion Irish, and for the most part different for the different Irish territories. In some cases payment is acknowledged and attested by witnesses. In others, arrears are recited, and a composition in money or in kind is substituted in discharge of these arrears. In one word, it is hard to imagine a single indication of a perfectly strict and rigidly adjusted system of enforcement of these arrears, which will be found wanting in this simple, but thoroughly practical and business-like record of the "Estate office" of a great Anglo-Irish proprietor of the sixteenth century.

Thirdly, I think it plain that the theory according to which the "Duties upon Irishmen," as recorded in the Rental Book, consisted in a system of interchanges of gifts as between an Irish chief and the members of his sept, or of offensive and defensive alliances between the Earl and the Irish chiefs, to be made mutually available against their common or special enemies, is entirely unsupported by the terms of the Rental Book in recording these "Duties." In saying this, I by no means question the existence and even frequency of such alliances and such interchanges of friendly offices between the Geraldines of both houses and the Irish clans. To doubt this, would be to forget the well-known hereditary character of their race. But I am no less clearly convinced that, while such alliances undoubtedly existed, these "Duties upon Irishmen," and still more evidently the detailed Mac Rannall Covenant, represent an entirely different class of engagements. There is not a single allusion, from the first entry to the last, to any gift on the part of the Earl, of which these tributes might be the counterpart; nor is there a word in the record of any of the payments which can be regarded as pointing to an alliance offensive or defensive, or to any other treaty, as on equal terms, between the parties. In all, the Earl is plainly the superior and the imponent; whatever we may be disposed to think as to the nature and extent of his authority over the parties to the covenant.

On the other hand, however, it will be argued that neither is there anything in this Rental to support the construction which I put upon the Mac Rannall Agreement—namely, that it was a covenant to pay "black mail" to the Earl for protection against the aggression and exactions of his own followers. And I freely confess that there is not a single

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\* Page 134.

† Page 122.

entry in the Rental Book which avows in express and formal terms this consideration. But I think it equally clear that this and no other was the consideration of the Mac Rannall agreement.

I shall briefly recall the purport of that agreement as contained in my former Paper on the subject.

The Mac Rannalls, represented by four members of the sept, agree, for themselves and the heads of clan Melaghlin Mac Rannall, to pay yearly, at All Hallowstide, to the Earl of Kildare, a shilling per quarter for the land in which Mac Rannall and O'Ruark have a portion; and the Earl on his part engages, "in consideration [bo cinn] thereof to defend and assist them"—not, be it observed, against any common enemy, nor even against any enemy in general or in particular, but—[aṽp ḡaḡ a én ba m-biaib pa cúmaḡoaib an laṽlá] "*against every one who is under the power of the Earl*"—that is, against the Earl's own followers, dependants, and friends.

I do not see how this can possibly be understood otherwise than as a guarantee against molestation or arbitrary exactions *upon the part of the Earl's own people*. And especially when I contrast this form of words with other Irish deeds, which merely contain a guarantee of protection in the enjoyments of rights, or the enforcement of lawful rents (a specimen of which, as between O'Brien, the Earl of Thomond, and Connara Mac Sioda Mac Owen, in which the Earl promises to befriend Connara and to protect and defend him in his rights [a cāmboc aḡur a copnom na cōip] will be found in Hardiman's *Irish Deeds*, p. 32), I cannot imagine a more explicit form of words in which, on the one hand, to impose, and on the other to accept, the obligation of a money tribute, as the price of immunity from such molestation on the part of the Earl or his followers. Nor could the Celtic chief O'Neill—when, as we learn from a letter of Lord James Butler,\* written about the same period, he was "calling for his black rente on Myth and Uriell"—or "Mac Murrough in Kilkenny and Wexford," for the "new O'Carroll in Tipperary," have possibly devised an instrument more fitted to embody their demand, or a title whereupon to found a more unanswerable claim.

I have already said, nevertheless, that the Rental Book actually contains a record of the payment of the very Mac Rannall tribute covenanted for in this instrument, and that at a date long subsequent to the death of the ninth Earl. I shall read this entry, which has a most important bearing on the present question:

*"Moynterolys M'agranaylls Countre.*

"Itm̃ on eṽye cartron whereof O'Roryke and Magranayll raceways (receives) Rent, xijḡ. yerlye.

"Cono' M'Key captene of M'Keys contri w<sup>h</sup>in Moyntyr Olys hathe gywyn (given) Gerod Erle of Kyldare t̃ his Eyrse (heirs) for eṽ yn eṽy cartron yerly w<sup>h</sup>in the aforesayd M'Keyys land xijḡ. wyche is xxxij cartrons, t̃ the same payable at Mychalmas. Wryttyn the xv of

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\* State Papers of Henry VIII., vol. iii., p. 34.

August 1562, ⁊ hathe pomest (promised) for this last yer for the forsaid rent xxxij kyne, from this forthe yerly as is aforsayd. Beyng p'sent.

"MEYLER HUSSEY, TYRELL TADESKYD, REDMOND M'SHANE,  
"WILL'M COUGAN."\*

It is plain that the payment here recorded is precisely that which in our Agreement is stipulated to be paid on the lands of Mac Rannall and O'Ruark. The lands named in the instrument are the same; the amount of payment is the same; the rate per quarter is the same; in a word, the transaction, as recorded in the Rental Book, is literally identical with the engagement undertaken in the Agreement.

There can be no doubt, therefore, that, although the Rental does not expressly recite the consideration on the part of the Earl which is stipulated for in the original Agreement, nevertheless the title deed upon which the payment was based was no other than the very document which is still preserved in the family archives, and which I had the pleasure of exhibiting to the Academy.

The obvious conclusion from the comparison of this entry in the Rental with the original entry to which it refers, is, that the entries of the Rental Book are by no means to be regarded as complete. And, as in the one instance in which we are enabled to test it, we find that the consideration of "protection against the followers of the Earl," which we know to have been contained in the original Agreement, is not recorded in the entry which appears in the Rental, we are not warranted, in the case of other covenants, in arguing from the silence of the Rental as to such considerations, that no such consideration originally existed in these covenants. On the contrary, it would be much more natural to infer from the terms of the Mac Rannall Deed, which alone among the many originals has escaped destruction, that in the case of the other entries in the Rental Book, which are couched in similar terms, there did originally exist the same or similar deeds of agreement, although they are no longer discoverable.

At all events, for such entries as those which expressly recite the consideration of "defence," I cannot hesitate to interpret that phrase by the light of the Mac Rannall Deed. And without in the least denying or doubting—what indeed was expressly supposed in my former Paper—the identity of interest between the Geraldines and the native Irish population, their constant interchange of friendly offices, and the existence of friendly alliances between them in public policy, as well as of secret confederations for the private purposes of both parties, I am forced to recognise the "Duties upon Irishmen" generally, and the Mac Rannall Agreement and the corresponding entries in the Rental in particular, as evidence of a system of irregular exactions on the part of the Geraldines from the Irish population outside the Pale; beyond the law, but yet tolerated by the Crown, in its inability to cope with the enormous resources

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\* "Kilkenny Archæological Journal," N. S., pp. 134–5.

of its own too powerful feudatory, and accepted by the Irish, as the only means of obtaining that security which the English Sovereign was powerless to afford.

The truth, is, however, that we are not left to inference or conjecture in this question. The Reports on the condition of Ireland in the State Papers of the period abound in evidence confirmatory of the view which I have given; and it is far from improbable that, in the muniment-rooms of Kilkenny or Portumna Castle, covenants of the Earls of Ormond and Ossory or Clanrickard with the Irish may yet be discovered, of the same, or similar import with that which has formed the subject of this discussion. The system of exactions which prevailed on the part of the Anglo-Irish nobles is fully described in these Reports; and it was not confined to the Geraldines alone. I referred in my former Paper to certain "Articles and Instructions" to "our Soweraine Lord the King for his land of Ireland," drawn up in 1538, which expressly declare that the major part of the Irish chiefs "*bere grete trubut*," not only to the Earl of Kildare, but to the Earls of Desmond and Ossory. The same articles contain a similar allegation as to the "Earl of Shrowisbury, within the countie of Wexford," adding, that, in consequence, His Grace the King "out of that countie hath not one peny of revenuse, except the poundage of the town of Wexford."

Nor need we seek for any evidence of the magnitude of this evil in the eyes of the author of this Report, beyond the recommendation which his Report embodies, that "the Erle of Kildare, and the Erle of Ossory, be both heyr before your Grace; they to be examinyd what trubut they haiv of your Irish rebels; whereby it shall apeyr unto your Grace, as well the *gret sumys of goodes that they haiv of them*, as the bandes and allyaunce which every of them hath with Irish men."

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LV.—ON THE "FÖHN" OF THE ALPS AND ITS CONNEXION WITH THE GLACIER THEORIES. By PROFESSOR HENNESSY, F. R. S.

[Read May 24, 1869.]

THE warm southerly wind known to the inhabitants of the valleys of the Swiss Alps as the "Föhn," has lately attracted much attention from geologists as well as physical inquirers. Those who maintain the far greater development of glaciers at epochs not long anterior to the historical epoch, as compared to their present number and extent, appeal to the Föhn, as the principal agent for reducing the glacial masses to their present condition. They have endeavoured to show that the Föhn is of recent origin, and that its existence depends essentially on that of the great African desert, the Sahara. Here a meteorological question arises—namely, does the Föhn actually come from the Sahara, or from any other source? To this question several eminent meteorologists have already given replies, but I may be still permitted to state the independent conclusions which were suggested to me from circum-